Table of Contents

Index to Airports

AUS = Austin International Airport

DEN = Denver International Airport

FLL = Fort Lauderdale International Airport

RDU = Raleigh-Durham International Airport

PHX = Phoenix International Airport

TRI = Tri-Cities Airport

Appendix
Chapter VIII Proposal and Bid Documents

Contents

8.1 Best Practices in RFP/RFQ/Bid Process 3
8.1.1 Dates, Times and Schedule 3
Excerpt from AUS Agreement RFP 3
Excerpt from FLL Agreement 3
Excerpt from PHX Sample RFP 4
Excerpt from AUS Sample RFP 5

8.1.2 Pre-Bid/Proposal Conferences 5
Excerpt from RDU Agreement 5
Excerpt from PHX RFP Agreement 6

8.1.3 Objectivity/Sponsor Contact 6
Excerpts from PHX RFP 6

8.1.4 Scopes of Service 7
Excerpt from PHX Air Service Consultant Agreement 7

8.1.5 Background Information 9
Excerpt from SFO Retail RFP 9

8.1.6 Public/Confidential Information 15
Excerpt from RDU RFP 15

8.1.7 Operational Issues 15
Excerpt from AUS RFP 15
Excerpt from MSP Concessions General Terms and Conditions 16
Excerpt from SFO Lease Agreement for Bookstore 18
Excerpt from RDU RFP Agreement 20

8.1.8 ACDBE Considerations 23
Excerpt from SFO RFP for Bookstore 23
Excerpt from MSP Concessions General Terms and Conditions 23
Excerpt from Raleigh-Durham RFP 23

8.1.9 Addenda 25
8.1.10 Proposal Affidavits 25
Excerpt from PHX RFP 25

8.1.11 Consistency with Contract Documents 298
8.1.12 Right to Interpret 28
Excerpt from RDU RFP 28

8.1.13 Validity Period and Proposal Bonds 28
8.1.14 Disqualifications and Protests 29
Excerpt from PHX RFP 29

Table of Contents

Excerpt from SFO RFP for Bookstore 29

8.1.15 Sample Definition 30
Excerpt from TRI RFP 30

8.2 Proposal Evaluations 31
8.2.1 Minimum Qualification 31
Excerpt from OAK RFP 31
Excerpt from PHX Wildlife Professional Services Agreement 32

8.2.2 Required Information 33
Excerpt from RDU RFP 33
Excerpt from SFO Retail RFP 35

8.2.3 Proposal Evaluation 50
Excerpt from PHX RFP 50

8.3 Best Practices to Bid Processes 52
8.3.1 Specifications 52
Excerpt from DFW Request for Bid Template 52

8.3.2 Bid Opening and Evaluation 53
Excerpt from DFW Request for Bid Template 53

8.3.3 Non-Responsive Bids/Rejection of Bids 54
Excerpt from DFW Request for Bid Template 54

Index to Airports

AUS = Austin International Airport

DFW = Dallas Fort Worth International Airport

FLL = Fort Lauderdale International Airport

RDU = Raleigh-Durham International Airport

MSP= Minneapolis/St. Paul International Airport

PHX = Phoenix International Airport

SFO = San Fransico International Airport

TRI = Tri-Cities Airport

8.1 Best Practices in RFP/RFQ/Bid Process

8.1.1 Dates, Times and Schedule

AUS

FLL

8.1 Best Practices in RFP/RFQ/Bid Process

8.1.1 Dates, Times and Schedule

Excerpt from AUS Food/Beverage RFP:

Seven (7) copies of the proposal and one set of renderings/material boards must be addressed as follows and delivered, in a sealed container, to the City Purchasing Office prior to 2:00 P.M., Central Daylight Saving Time (CDST), Monday, July 7, 1997:

ATTN: Ken Muenzler
RFP #: KM97300004 - ABIA Food/Beverage Concessions
Concept Name:_____
(Food Court, Cafe/Newsstand, Coffee Bar, etc.)

NOTE: Time shall be verified with the local time service KBVO at (512) 973-3555 on July 7, 1997. Late proposals will be returned to Proposers unopened and will not be considered.

Excerpt from FLL Request for Letters of Interest:

The Purchasing Division must receive submittals no later than 5:00 P.M. on Thursday, September 14, 2006. *Purchasing will not accept electronically transmitted, late, or misdirected submittals. Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Response is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The time and date for receipt of Responses will be strictly observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp clock in the Purchasing Division shall serve as the official authority to determine timeliness of the Response. Responses received after the specified time and date shall be returned unopened.*

8.1.1 Dates, Times and Schedule

PHX

Excerpt from PHX Sample RFP:

ACTIVITY	*DATE*
Issue RFP	*12/1/2005*
Pre-Proposal Meeting at 10:00 a.m.	*1/10/2006*
Due Date for Affirmative Action Forms to EOD at 3:00 p.m.	*1/20/2006*
Due Date for Applications for Certification as ACDBE/DBE to EOD at 3:00 p.m.	*1/20/2006*
Due Date for Joint Venture Information and Affidavit, if Joint Venture is indicated on Attachment N-1, to EOD at 3:00 p.m.	*1/20/2006*
Submittal of Written Questions Due Date at 3:00 p.m.	*1/23/2006*
Responses to Written Questions Due Date	*1/30/2006*
Proposal Due Date at 3:00 p.m.	*2/14/2006*
Evaluation of Proposals	*2/15-24/06*
Short List (if applicable)	*Week of 2/27/06*
Interviews (if applicable)	*Week of 3/06/06*
Lease Award Recommendation to:	
-- Business & Development Subcommittee	*April 2006*
-- Phoenix Aviation Advisory Board	*April 2006*
-- Transportation Subcommittee (if applicable)	*April 2006*
-- Phoenix City Council	*May 2006*
-- Commencement of Lease	*June 2006*

EOD = Equal Opportunity Department

8.1.1 Dates, Times and Schedule

AUS

Excerpt from AUS Food/Beverage RFP:

Activity	***Projected Date***
Advertise RFP	*February 24 & March 3, 1997*
Issue RFP	*February 28, 1997*
Pre-Proposal Conference	*6:00 P.M, CST, April 2, 1997*
Proposal Due Date	*2:00 P.M. CDST, July 7, 1997*
Evaluation	*July 7 - August 15, 1997*
City Council Approval	*September - October 1997*
Execute Agreements	*December 1997*
Concessionaires Design Facilities	*January 1998*
Concessionaires Hire Contractors	*May - August 1998*
Commence Construction	*September 1998*
Complete Construction	*January 1999*
Open New Airport	*April 1999*

8.1.2 Pre-Bid/Proposal Conferences

RDU

8.1.2 Pre-Bid/Proposal Conferences

Excerpt from RDU Agreement:

SECTION IV - PRE-PROPOSAL CONFERENCE

Questions & Answer Session

The Authority has scheduled a Pre-Proposal Conference on March 12, 2007 at 10:00 a.m. EST. This conference will be held at the Administrative Offices of the Authority. The purpose of the conference will be to discuss the requirements and objectives of this RFP and tour existing facilities. Authority representatives will be available to answer questions.

Proposers are encouraged to submit any questions concerning this RFP in writing in advance of the Pre-Proposal Conference. Prospective Proposers may send questions by courier, facsimile transmission or US Mail. Written questions may also be submitted at the Pre-Proposal Conference.

The Authority will attempt to answer all written questions received in advance as well as oral questions received at the conference. Any changes in the requirements of this RFP that result from the conference will be made by addendum to the RFP. All questions submitted, answers, and a list of conference attendees will be included as part of an addendum.

Facility Tour

The Authority will conduct tours of the existing concession facilities. Interested parties should assemble at the Authority Building after the Question & Answer Session.

8.1.2 Pre-Bid/Proposal Conferences

PHX

Excerpt from PHX Retail RFP:

O. Pre-Proposal Meeting
*Proposers are strongly encouraged to attend the pre-proposal meeting at **10:00 a.m. Local Phoenix Time on Tuesday, January 10, 2006**. During the preproposal meeting, Proposers should submit questions in writing about any requirements in the RFP. Proposals that take exception to any mandatory provision or material requirement of this RFP may be disqualified as nonresponsive. Airport representatives will be available during the pre-proposal meeting to answer questions. The pre-proposal meeting will be held at:*

Radisson Phoenix Airport
3333 E. University Drive, Phoenix, AZ 85034

*Supplemental materials, responses to written questions from this meeting and/or any addenda will be posted on the Aviation website located at www.phoenix.gov/avirfp. If Proposers need further information or clarification, requests shall be submitted, in writing, no later than **Monday, January 23, 2006 by 3:00 p.m. Local Phoenix Time** via fax at (602) 273-4083 or email at busopps.aviation@phoenix.gov. City Staff shall respond to all written questions in writing. Registered pre-proposal meeting attendees will be notified via email when any supplemental materials, responses to written questions, and/or any addenda are posted at www.phoenix.gov/avirfp. **Proposers who do not attend the pre-proposal meeting will not receive notice of any supplemental materials, responses to written questions, or any addenda unless the Proposer specifically requests the materials in writing and provides a current valid address. Please call (602) 273-4082 or email busopps.aviation@phoenix.gov to R.S.V.P. for the pre-proposal meeting.***

8.1.3 Objectivity/ Sponsor Contact

PHX

8.1.3 Objectivity/Sponsor Contact

Excerpts from PHX Retail RFP:

Airport Contracting Policy
*As of December 1, 2005, the Airport Contracting Policy is in effect for this opportunity. All Proposers, and their representatives, will refrain, under penalty of the Proposer's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential Proposers, assure contract decisions are made in public, and protect the integrity of the RFP process. For more information and the full text of the policy, see page 56 and **Attachment J** of the RFP.*

ATTACHMENT J

Airport Contracting Policy

A. GENERAL AIRPORT CONTRACTING POLICY

8.1.3 Objectivity/ Sponsor Contact

PHX

Beginning on the date of issuance, and except as provided in the following subsections, all Proposers, including Proposers' agents, employees, representatives, lobbyists, attorneys, proposed partner(s), subcontractor(s), joint venturer(s), member(s), M/W/DBE, and sublease partner(s) (collectively the "Proposer") will refrain, under penalty of the Proposer's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads and the Phoenix Aviation Advisory Board (PAAB). This policy is intended to create a level playing field for all potential Proposers, assure that contract decisions are made in public, and protect the integrity of the Proposal process.

This policy is not intended to preclude Proposers from giving public comments at a regularly scheduled meeting of the Phoenix Aviation Advisory Board or one of its subcommittees.

Regular business discussions between current tenants or civic groups and the Aviation Director, Assistant Aviation Directors, and/or any Deputy Aviation Director will not be construed as a violation of this policy as long as a specific proposal is not discussed.

B. CONTACT WITH PHOENIX CITY COUNCIL

This policy is not meant to preclude Proposers from discussing their Proposals with one or more members of the Phoenix City Council, provided such meetings are scheduled through the Phoenix City Clerk's office, conducted in person at 200 West Washington, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants, the subject matter and shall invite the public and press to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted, and copies of contacts made via letter, FAX, E-mail or other written method shall be made available to the public, press, and all Proposers.

8.1.4 Scopes of Service

PHX

8.1.4 Scopes of Service

Excerpt from PHX Air Service Consultant Professional Services RFP:

II. SCOPE

The following scope is based on Aviation's current air service development contract.
Should the successful proposer's proposed approach to the scope of work provide alternative methods to achieve Aviation's goals, some of the following items may be adjusted.
The successful proposer will be responsible for a variety of economic and strategic consulting services, frequently on a rush basis, to support the following services.

A. Services

8.1.4 Scopes of Service

PHX

- Develop an effective, comprehensive passenger and cargo air service development program to improve domestic and international air service at PHX.
- Evaluate specific passenger and cargo routes/services at PHX and formulate a plan to address the deficiencies.
- Develop detailed written proposals and professional presentation materials for meetings with targeted air carriers according to any plan proposed.
- Assist Aviation in scheduling and facilitating meetings at the highest levels with domestic and international air carriers regarding potential new and/or improved air service to PHX.
- Prepare market analyses and economic/demographic research studies, as needed, related to the development of new passenger and/or air cargo service at PHX, including, but not limited to, sensitivity analyses regarding the potential impact of infrastructure development, financial, and commercial policy decisions by Aviation on passenger and cargo traffic levels at PHX.
- Perform analyses of existing PHX air service that identify service inadequacies, quality and quantity of both passenger and cargo air service (compared to other competitive markets), and air service opportunities for recommended carrier specific proposals for the new/additional service.
- · Assist Aviation in developing and preparing strategic air service efforts, including an annual review of the Phoenix market's competitive position.
- Work with Aviation to identify specific business strategies to respond to opportunities for new and/or improved air service that arise as a result of rapidly changing market conditions and/or unexpected changes in the airline industry.
- Prepare market analyses and specific research studies related to air carrier business model or business relationship changes and resulting potential impacts on the PHX operation.
- Assist in the development of Aviation's policy positions relative to international aviation negotiations and competitive allocation of routes to include the compilation of economic data where necessary.
- Prepare data and develop economic, statistical and market analyses for use in competitive route awards, route case presentations, filings, testimony and other formal communications with the United States (U.S.) government.
- Assess potential impacts of proposed U.S. and foreign government policies and legislation on PHX and its air service development program, and the development of policy positions and strategies for best communicating Aviation's policy positions to appropriate officials.

8.1.4 Scopes of Service

PHX

- Assist Aviation in planning and staging the annual International Aviation Symposium by developing discussion topics, planning discussion panels and obtaining panel participants, coordinating program content, and obtaining sponsorships, if included in the proposer's proposed approach to the scope of work.

- B. Requirements
- Analyses: All deliverables shall be in the form of published and/or electronic presentations, basic research, written opinions, verbal opinions, or other formats approved by Aviation. All printed deliverables must be provided in an electronic format approved by Aviation.
- All materials purchased on behalf of Aviation, including market research and passenger and cargo data, shall be the sole property of Aviation and shall be maintained in a form immediately accessible to Aviation upon request. Costs for market research and passenger and cargo data will be reimbursed only upon prior approval by Aviation.
- All materials produced for and provided to Aviation are the sole property of Aviation and are confidential.
- The successful proposer may be required to travel with Aviation staff. All travel by the successful proposer's staff is subject to the City's travel policies and guidelines listed in Attachment C.
- The successful proposer must be able to rapidly respond to multiple requests for services under the agreement resulting from this RFP.
- A status report detailing all projects in progress as well as their status, data and schedules will be due to Aviation's Air Service Development Program Manager on a regularly scheduled basis to be agreed upon after award of this agreement.

8.1.5 Background Information

SFO

8.1.5 Background Information

Excerpt from SFO RFP:

1. SAN FRANCISCO INTERNATIONAL AIRPORT – BACKGROUND
San Francisco International Airport (SFO) is the major commercial airport for the San Francisco Bay Area and northern California. Owned by the City and County of San Francisco, SFO is located 14 miles south of downtown San Francisco and is situated on San Francisco Bay. Since its opening on May 7, 1927, SFO has grown from a small administration building on 150 acres of unpaved cow pasture to its present configuration of approximately 4.4 million square feet of terminal space on 2,383 acres

of developed land. Throughout the Great Depression, four wars, airline deregulation and post-September 11th regulations, SFO has built and retained its position as a world leader in airline and passenger services.

8.1.5 Background Information

SFO

The Airport is a major center for both domestic and international traffic. San Francisco is the largest airport in the San Francisco Bay Area and is the second busiest airport in the state of California after Los Angeles International Airport. In 2008, SFO ranked 21st in passenger load worldwide and 10th among all North American airports. With a total passenger load of 37,066,729, SFO provided service to 63.9% of the Bay Area market share in 2008. Currently, SFO has 51 scheduled airlines, including major international and national carriers, commuter, seasonal and charter airlines, and air cargo carriers. SFO provided on-stop and one-stop service to over 61 airports nationwide and 31 airports internationally.

The completion of the Master Plan construction program in 2000 ushered in a new 1.8 million square foot International Terminal, the AirTrain automated people mover, new entrance roadways and parking facilities, a consolidated rental car center, expanded cargo facilities, a BART station, and the world's first fully-accredited museum in an airport.

The Airport is financially self-sufficient and does not rely on general taxpayer support. It prides itself on operating financially as a successful business while serving the public interest. SFO has a direct beneficial economic impact to the San Francisco Bay Area economy with the jobs created and the revenue generated by the airlines, airport businesses, and airport-dependent visitors industry. United Airlines continues to be the single largest employer in San Mateo County.

2. AIRPORT CONCESSION PROGRAM

The San Francisco Bay Area evokes colorful images for tourists and business travelers – the Golden Gate Bridge, fine restaurants, elegant hotels, the Museum of Modern Art, sailboats on the Bay, the Palace of Fine Arts, the wine country north of San Francisco, Stanford University, beautiful natural surroundings and Alcatraz Island. SFO is often the first or last San Francisco impression on these travelers.

The Airport continually seeks new concessions to maximize goods and services available to passengers and to reflect the unique offerings and flavors of the San Francisco Bay region. SFO prides itself on an almost entirely local food and beverage program featuring fresh ingredients and enticing restaurateurs. The retail program provides a thoughtful mix of both local flavor and national and international brands. Traveler services include a full-service banking center, ATMs throughout the terminals, a hair salon, spas, a travel agency and baggage storage operation,

showers, and a medical clinic. Further amenities include an Airport Museum, an art collection throughout the terminals, WIFI and laptop work stations.

8.1.5 Background Information

SFO

The data provided immediately below is reported by Airport tenants and is unaudited. The Airport Commission does not warrant the accuracy of this data. These figures are offered for historical background only and the Airport Commission does not guarantee that future concession sales and revenue or passenger traffic volume will equal or exceed past performance.

3. OPERATING AT THE AIRPORT

Our customers, and yours, typically consist of a passenger who has limited time to spend in restaurants and shops and must be served quickly and efficiently. Concessionaires should pay close attention to how their facilities will accommodate customers who may have rolling luggage and may be traveling with others including children. Facilities are open 365 days per year with longer operating hours than street-side businesses. Flight delays necessitate that tenants be prepared to extend hours to provide a valuable customer service and capture this additional business. Each employee at the Airport is also an ambassador at the Airport. Training is essential to ensure that knowledge of the terminals, the basic functioning of the airport and details about the region are known by all employees. It is very common for anyone wearing an airport identification badge to be approached by passengers with general questions. SFO strives for excellent customer service. Approximately 70% of our passengers live outside of the Bay Area. Their experience at SFO is often the first and last impression they will have of their visit to San Francisco or the United States.

4. HISTORICAL CONCESSION SALES

	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY 08/09
Food & Beverage	$73,183,185	$94,486,529	$109,793,596	$123,224,041	$125,106,783
Retail	$59,481,430	$71,568,176	$81,520,757	$90,007,297	$83,445,685
Duty Free	$48,841,173	$47,557,600	$53,241,183	$65,911,658	$59,076,059
Services	$12,577,537	$16,590,822	$17,168,116	$32,750,263	$50,845,833
Rental Car	$206,409,132	$228,086,918	$243,501,322	$288,693,574	$307,972,562
Total	**$400,492,457**	**$458,290,045**	**$505,224,974**	**$600,586,833**	**$626,446,922**
% Change		**14.43%**	**10.24%**	**18.88%**	**4.31%**

NOTICE: The Airport Commission does not warrant the accuracy of this data. These figures are only offered as assistance and the Airport Commission does not guarantee that future sales, enplanements or deplanements will equal or exceed past sales, enplanements or deplanements.

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8.1.5 Background Information

SFO

5. HISTORICAL PASSENGER TRAFFIC

Enplanements* by Boarding Area

	Boarding Area	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY 08/09
Terminal 1	A	525,336	209,180	Closed	Closed	Closed
	B	1,943,176	2,012,402	2,319,349	3,086,692	3,474,654
	C	1,579,085	1,699,085	1,871,028	1,886,504	1,739,601
Terminal 3	E	2,300,117	2,485,849	2,402,993	2,403,942	2,226,631
	F	5,877,137	5,866,734	6,581,038	6,301,723	5,899,304
International Terminal	A	1,928,986	2,005,143	1,533,104	2,364,248	2,761,255
	G	2,095,256	2,211,947	2,246,423	2,330,360	2,123,613
	Total	**16,249,093**	**16,490,340**	**16,953,935**	**18,373,469**	**18,225,058**
	% Change		**1.48%**	**2.81%**	**8.37%**	**-0.81%**

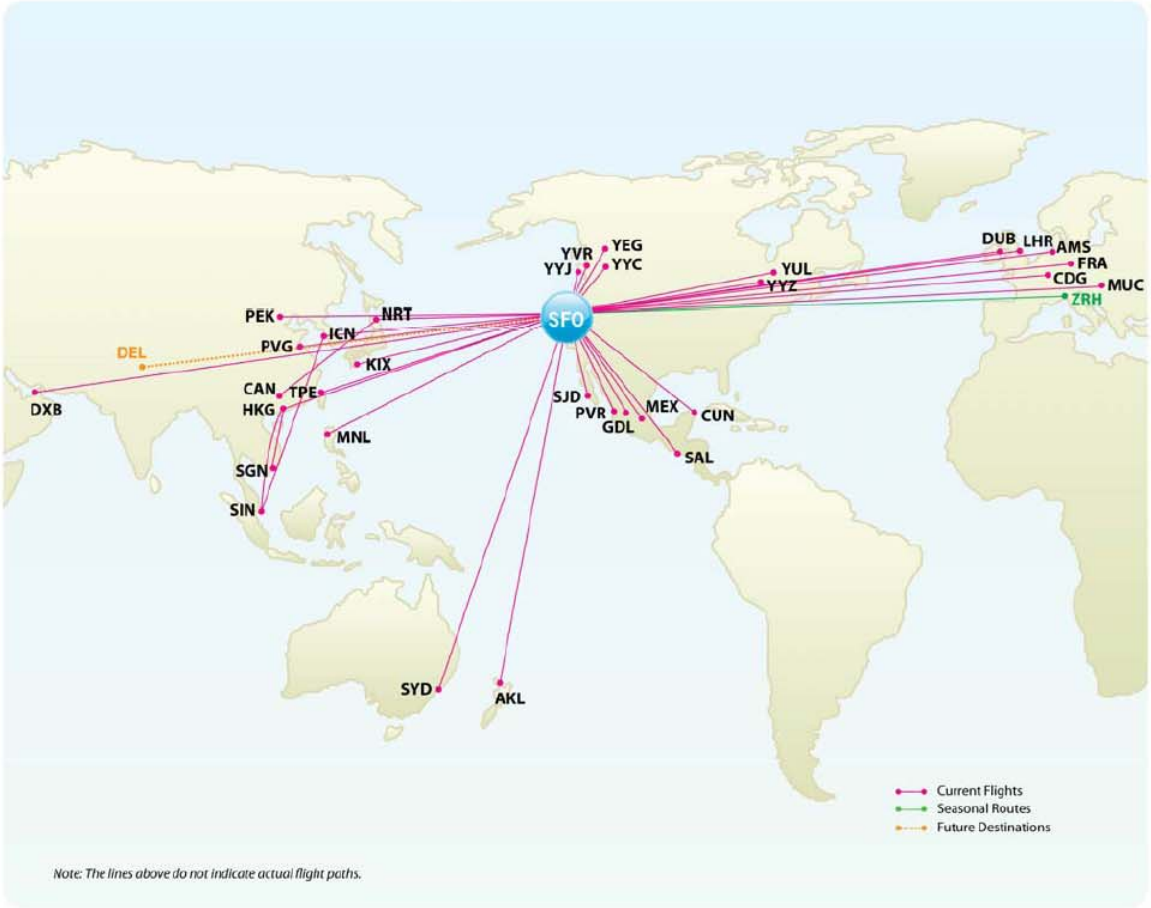
* Passengers that boarded an aircraft at SFO.

NOTICE: The Airport Commission does not warrant the accuracy of this data. These figures are only offered as assistance and the Airport Commission does not guarantee that future sales, enplanements or deplanements will equal or exceed past sales, enplanements or deplanements.

8.1.5 Background Information

SFO

INTERNATIONAL ROUTES

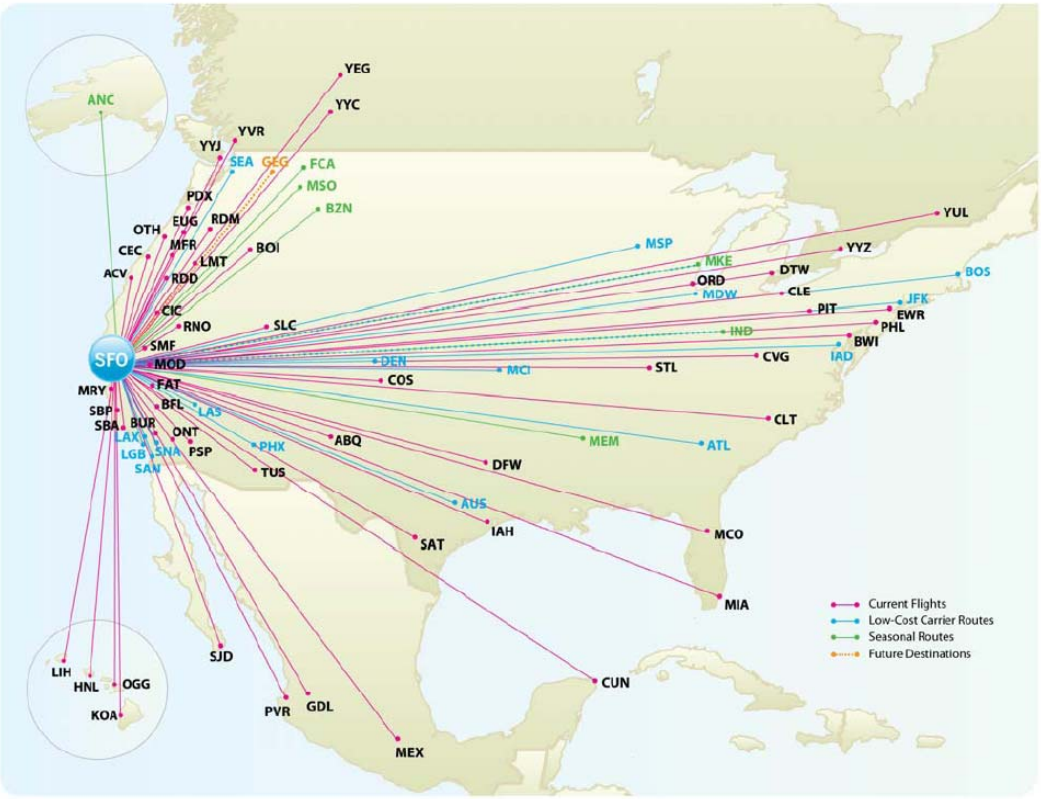


AKL	Auckland, NZ	LHR	London-Heathrow, EN, GB	TPE	Taipei, TW
AMS	Amsterdam, NL	MEX	Mexico City, MX	YEG	Edmonton, AB, CA
CAN	Guangzhou via Tokyo-Narita, JP	MNL	Manila, PH	YUL	Montreal-PET, QC, CA
CDG	Paris-De Gaulle, FR	MUC	Munich, DE	YVR	Vancouver, BC, CA
CUN	Cancun, MX	NRT	Tokyo-Narita, JP	YYC	Calgary, AB, CA
DEL	Delhi, IN	PEK	Beijing, CN	YYJ	Victoria, BC, CA
DUB	Dublin, IE	PVG	Shanghai, CN	YYZ	Toronto, ON, CA
DXB	Dubai, United Arab Emirates	PVR	Puerto Vallarta, MX	ZRH	Zurich, CH
FRA	Frankfurt, DE	SAL	San Salvador, SV		
GDL	Guadalajara, MX	SGN	Ho Chi Minh via Hong Kong, HK		
HKG	Hong Kong, HK	SIN	Singapore via Hong Kong or Seoul		
ICN	Seoul-Incheon, KR	SJD	San Jose Cabo, MX		
KIX	Osaka-Kansai, JP	SYD	Sydney, NS, AU		

8.1.5 Background Information

SFO

NORTH AMERICA ROUTES



ABQ	Albuquerque, NM	CVG	Cincinatti, OH	LAX	Los Angeles, CA *	OTH	North Bend, OR	SJD	San Jose Cabo, MEX
ACV	Eureka, CA	DEN	Denver, CO *	LGB	Long Beach, CA*	OGG	Kahului/Maui, HI	SLC	Salt Lake City, UT
ANC	Anchorage, AK	DFW	Dallas/Fort Worth, TX	LIH	Lihue/Kauai, HI	ORD	Chicago-O'Hare, IL	SMF	Sacramento, CA
ATL	Atlanta, GA *	DTW	Detroit, MI	LMT	Klamath Falls, OR	PDX	Portland, OR	SNA	Orange County, CA*
AUS	Austin, TX *	EUG	Eugene, OR	MCI	Kansas City, MO *	PHL	Philadelphia, PA	STL	St. Louis, MO
BFL	Bakersfield, CA	EWR	Newark, NJ	MCO	Orlando, FL	PHX	Phoenix, AZ *	TUS	Tucson, AZ
BOI	Boise, ID	FAT	Fresno, CA	MDW	Chicago-Midway, IL *	PIT	Pittsburg, PA	YEG	Edmonton, CAN
BOS	Boston, MA *	FCA	Kalispell/Glacier, MT	MEM	Memphis, TN	PSP	Palm Springs, CA	YUL	Montréal-PET, CAN
BUR	Burbank, CA	GDL	Guadalajara, MEX	MEX	Mexcio City, MEX	PVR	Puerto Vallarta, MEX	YYC	Calgary, CAN
BWI	Baltimore, MD	GEG	Spokane, WA	MFR	Medford, OR	RDD	Redding, CA	YYZ	Toronto, CAN
BZN	Bozeman, MT	HNL	Honolulu/Oahu, HI	MIA	Miami, FL	RDM	Redmond, OR	YVR	Vancouver, CAN
CEC	Crescent City, CA	IAD	Washington-Dulles, VA *	MKE	Milwaukee, WI *	RNO	Reno, NV	YYJ	Victoria, CAN
CIC	Chico, CA	IAH	Houston, TX	MOD	Modesto, CA	SAN	San Diego, CA *		
CLE	Cleveland, OH	IND	Indianapolis, IN *	MRY	Monterey, CA	SAT	San Antonio, TX		
CLT	Charlotte, NC	JFK	New York, NY *	MSO	Missoula, MT	SBA	Santa Barbara, CA		
COS	Colorado Springs, CO	KOA	Kona-Hawaii, HI	MSP	Minneapolis/St. Paul, MN*	SBP	San Luis Obispo, CA		
CUN	Cancun, MEX	LAS	Las Vegas, NV *	ONT	Ontario, CA	SEA	Seattle/Tacoma, WA *		

* Low-cost service from Southwest, Virgin America, JetBlue, Frontier, AirTran, MidWest & Sun Country

8.1.6 Public/Confidential Information

8.1.6 Public/ Confidential Information

RDU

Excerpt from RDU RFP:

Public Document
Under the laws of the State of North Carolina, any Proposal will be considered a public record and, except as noted below, will be available for inspection and copying by any person after the award of the Concession Agreement. The Authority will take reasonable efforts to protect any information marked "Confidential," provided that such information is clearly marked and meets the criteria for information exempt from public disclosure under the North Carolina General Statutes, Chapter 132, Public Records.

Confidential information may be submitted in a separate envelope, sealed and marked "Confidential Information", and will be returned to the Proposer upon request after the award of the Concession Agreement. It is understood, however, that the Authority will have no liability for inadvertent or mandated disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

8.1.7 Operational Issues

8.1.7 Operational Issues

AUS

Excerpt from AUS RFP:

Communications Services:

*Voice, Data and Video Cabling: The **City will provide a Premise Distribution System (PDS)**, consisting of copper and fiber optic cables within the Terminal and throughout the airport campus. All **Tenant communications systems are to be connected to the PDS.** …. Cable **charges will be pro-rated for all users** and based upon the type and number of lines utilized.*

*Telephone Service: The **City is installing a Shared Tenant Service (STS)** telephone system to serve the Terminal and other buildings on the airport campus. Tenants electing to use the STS may provide telephone instruments compatible with the City's PBX switch, or they may purchased or lease same from the City. ….*

***All telephone service charges** including installation, maintenance, moves, adds, changes, long distance and local provider service **shall be the Tenant's** sole **responsibility.** ….*

….

*Television Service: The **City intends to make television service available, by** means of the **PDS**. **Tenants may not install** satellite dishes, antennae or similar **receiving***

8.1.7 Operational Issues

POS and Cash Handling

MSP

devices**. **All charges**, including installation, maintenance, moves, adds, changes, PDS and cable channel charges **are the Tenant's responsibility.

Excerpt from MSP Concessions General Terms & Conditions:

POINT OF SALES TERMINALS

A. Point of Sales Terminals
MAC reserves the right to require Operator and all of Operator's Subtenants to provide an electronic Point of Sales ("POS") terminal in order to provide a historical record of all transactions occurring in each unit for accounting and auditing purposes in a form acceptable to MAC. Operator and Operator's Subtenants shall also provide daily sales flashes, which are the Total Gross Sales by unit and Month to Date total Gross Sales figures, as requested by MAC. The daily sales flashes, if requested by MAC, must be provided to MAC via facsimile transmission or e-mail (or other media as designated by MAC) no later than 10:00 a.m. the day following the above sales. MAC will have the right to inspect each POS terminal and to audit Operator and each of Operator's Subtenants at any time.
1. Minimum Features of the POS Terminals
In order to provide an accurate record of Concessions transactions and to provide a high level of service to the customers, all cash registers or other POS terminals used at the Airport's Concessions must have, as a minimum, the features listed below, unless MAC agrees to different requirements in a particular unit:
a. Minimum of sixty (60) segregated category addresses.
b. The input devices may either be a key, scanner, or both.
c. The customer fee display shall be of sufficient size, legibility, and position to be readily observed by the customer during the processing of a transaction.
d. The register or terminal device shall have the following capabilities:
i. Record transactions by sequential control number to the audit tape or computer files.
ii. Print a transaction history to tape or file by hour (time of day), day, month and year by product category.
iii. Print a customer receipt showing the amount due, amount tendered, and the amount due to the customer, together with the time and date.
e. The register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible floppy or ZIP type disk.
If Operator or Operator's Subtenant presently utilizes electric cash register terminals in other locations, it may submit the respective cash register

8.1.7 Operational Issues

POS and Cash Handling

MSP

terminals' capabilities to MAC for approval or waiver of any of the above capabilities. To be acceptable, however, the electric cash register terminal must have the capability of interfacing with or transmitting appropriate segments of the data it accumulates in some acceptable form to MAC's database system.

2. Cash Handling Requirements of System

a. Equipment such as cash registers, or any other electronic or mechanical devices used for recording customers' sales, shall have a serial totaling unit built in them with a continual sequential recording of transaction of sales for proper sales accountability. Such sequential totaling unit shall be sealed or unsealed only in the presence of an authorized and designated representative of MAC. The totalizer of such units may not be turned back, but shall be continuous in adding to each transaction as made. All units, where MAC shall determine visible monitoring is to be made of customers' transactions, shall be placed so that said monitoring can be made readily, and the windows thereof shall be properly illuminated so that transactions can be viewed by customers from a reasonable distance when such equipment is in use.

b. All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into these devices. All transactions recorded on these devices shall be visibly displayed so that the amount recorded can be viewed by customers from a reasonable distance. No register or device in which cash sales are recorded and deposited may be opened without recording the date and time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted. Cash registers must have sufficient keys for proper breakdown of and segregation of transactions and meet all accepted standards of accounting systems and cash control.

c. Cash registers and other electronic or mechanical devices that total customers' transactions shall have a reading taken of same at least hourly and recorded for accounting purposes. Adequate security protection is to be maintained so that unauthorized persons may not tamper with the totaling unit of such devices.

d. All persons handling sales shall promptly recover said sales (cash or credit) in cash registers and other electronic or mechanical devices and shall not delay or "gang" register or record such sales.

B. Additional Information

8.1.7 Operational Issues

POS and Cash Handling

MSP

MAC reserves the right to require additional reasonable sales information from Operator and Subtenants in the future, including without limitation sales of particular products and/or sales during particular times, and MAC will give Operator notice of any future requirements.

C. Revenue Control

Upon the request of MAC, Operator is required to make available to MSP weekly sales data for each unit ("Point of Sale Data"), including but not limited to per day, daypart and product category totals for: weekly sales, average transaction values, average number of items sold per transaction, and the total number of transactions. MAC reserves the right to request sales data and other reports in electronic form on an occurrence to be directed by MAC.

Weekly data is to be made available no later than the following Tuesday at noon for the week ending at close-of-business Sunday.

SFO

Excerpt from SFO Lease Agreement for Book Store

1.1 Cash Register Requirements. Tenant shall install in the Premises at least one cash register. Such cash register and any other cash register used on the Premises shall be of a type approved by Director in writing and shall register every transaction made in, on, about or from the Premises, including every type of Gross Revenue, and the tape or digital record of each said cash register shall be accessible to and subject to inspection by Director or his/her agent. All cash receipts must include Tenant's identification thereon. Each sale or other transaction in the Premises must be recorded at the time of each sale or other transaction, in the presence of the customer, all receipts from such sale or other transaction, whether for cash, credit or otherwise, in a cash register or cash registers (including computerized cash registers or other similar electronic devices) serviced by an established agency approved by Director. Mechanical cash register(s) must have a non-resettable cumulative total, a detail audit tape, a transaction number with a four-digit capacity, an indicator readily visible to customers as the amount rung, and a seven-digit cumulative capacity or greater, as determined by Director based on the type of business, with a four-digit overrun counter. At Director's request, Tenant must furnish to City a statement from an established agency that the transaction number, the cumulative total and the overrun counter have been sealed in a manner approved by Director. If computerized cash registers or other similar electronic devices are used, that system must accurately record all sales at the Premises and be no more subject to tampering than mechanical cash register(s). Upon the

8.1.7 Operational Issues

POS and Cash Handling

SFO

installation or removal of any cash register (including computerized cash registers or other similar electronic devices) used in the Premises, Tenant must immediately furnish to Director notice in writing stating make, model number, serial number and cumulative total reading and overrun counter reading of the cash register(s) (including computerized cash registers or other similar electronic devices). Any repair agency employed to repair or replace any cash register (including computerized cash registers or other similar electronic devices if used) in the Premises is hereby authorized and directed to disclose and furnish to City or its auditors any information obtained by the agency in the course of making such repair or replacement pertaining to said cash register (including computerized cash registers or other similar electronic devices if used). Each customer must be issued a receipt or sales slip for each transaction, which transaction must be recorded either on serially numbered sales slips or cash register tapes. City shall have the right during business hours to examine the totals of the cash register(s) (including computerized cash registers or other similar electronic devices if used) used in the Premises and to inspect for compliance with this section. City shall have the option to implement a common "point of sale" system. If such option is exercised, Tenant must, at its cost, purchase and install the necessary equipment, train its employees, and thereafter use, such equipment to take part in such system.

8.1.7 Operational Issues Street Pricing

RDU

8.1.7 Operational Issues

Excerpt RDU:

Concession Opportunity

The Authority has adopted a "Street Pricing" policy for concessions at RDU, which applies to fees in all packages in this RFP. Street Pricing means that Airport prices are to be the same as the prices offered at comparable or similar outlets in the Raleigh-Durham Metropolitan Area. The Street Pricing Policy is attached to this RFP in Appendix E.

APPENDIX E – Street Pricing Policy

1. Policy

It is the policy of the Authority that all concession prices charged at the Airport are street prices to ensure that Airport concessions are competitive with similar stores and restaurants in the Raleigh-Durham Metropolitan Area, Airport customers feel comfortable shopping and dining at the Airport, and the highest level of customer service is provided at the Airport. All current and future food and retail concession leases entered into by the Authority shall mandate compliance with this policy, and this policy and its associated Street Pricing Monitoring System documentation shall become a part of all concession leases. In addition, all concessionaires proposing on future opportunities at the Airport will be required to state compliance with this policy in their proposals.

2. Applicability

This policy applies to all current and future food and retail concessionaires that provide goods or services at the Airport. In enforcing the pricing policy, the Authority shall not, directly or through contractual or other arrangements, use criteria or methods of enforcement that have the effect of defeating or substantially impairing accomplishment of the objectives of the policy with respect to any individuals.

3. Definitions

The terms used in this policy have the meanings defined as follows:

- ***Airport*** *– Raleigh-Durham International Airport (RDU).*
- ***Authority*** *– The Raleigh-Durham Airport Authority.*
- ***Concessionaire*** *– The party that has entered into a signed agreement with the Authority for the right to provide goods or services at the Airport.*
- ***Lease*** *– The Terminal Concession Lease signed and made between the Concessionaire and the Authority for the rights to provide goods or services at the Airport.*

4. Pricing Policy Administration

The Authority has given the responsibility of enforcing the pricing policy to Ms. Ingrid Hairston, Business Development Officer with the Authority. Ms. Hairston can be reached at P.O. Box 80001, RDU Airport, North Carolina, 27623; (919) 840-2100 ext. 142; or by

email at ingrid.hairston@rdu.com. In administering the pricing policy, Ms. Hairston will be responsible for:

- *Disseminating pricing policy information and updates to all current and proposing concessionaires at the Airport*
- *Monitoring compliance with the pricing policy*
- *Enforcing compliance with the pricing policy*

8.1.7 Street Pricing

RDU

5. Summary of Street Pricing Monitoring System

The street pricing monitoring system will consist of five components as follows:

1. Initial pricing
2. Semi-annual concessionaire reports
3. Semi-annual random price samples
4. Semi-annual price adjustments
5. Random price reviews

***Initial Pricing**. Each Concessionaire must set and substantiate initial product prices to be charged at the Airport in accordance with comparable vendor or suggested retail prices as outlined in the Street Pricing Monitoring System document. The Authority must approve all initial prices in advance.*

***Semi-Annual Reports**. Each Concessionaire will be responsible for submitting a semi-annual report to the Authority's Business Development and Management Department by April 1 and November 1 each year during the term of the Lease. The report should contain a price comparison for each concession unit operated by the Concessionaire or one of its subtenants in accordance with the price comparison instructions outlined in the Street Pricing Monitoring System document.*

***Random Sample Price Checks**. Price checks of a random sample of products shall be conducted twice per calendar year, once in February and again in August. During the month in which random price checks are to occur, the Authority will forward to each Concessionaire a list of items for price checks at each unit operated by the Concessionaire or one of its subtenants. The items for which price checks must be conducted include a combination of top-selling items and randomly selected items (chosen by the Authority) for each type of concession.*

***Price Adjustments**. Concessionaires shall present requests for price adjustments to the Authority's Business Development and Management Department in conjunction with the semiannual reports to be submitted by April 1 and November 1 each year. Price adjustments approved by the Authority shall be effective December 1 and May 1 of each year. All price adjustment requests shall be substantiated by the Concessionaire based on increases or decreases in prices at the comparable vendors' facilities as outlined in the Street Pricing Monitoring System document.*

***Periodic Price Reviews**. Authority staff may conduct periodic price reviews in the concessions at their discretion at any time. These unannounced pricing spot checks by Authority staff or their representative may be initiated during high- traffic periods, such as holidays, local events, or spring break or if any of the following situations occur:*

- *Authority or airline management at the Airport submit a complaint regarding pricing to the Authority*
- *Frequent customer complaints regarding pricing are received by the Authority, in general, or regarding a particular concession unit*

- *A semi-annual report or random pricing survey indicates poor compliance on the part of a Concessionaire with the pricing policy. This situation, in particular, will cause the Authority to initiate a series of weekly price checks until the Authority believes that the Concessionaire is fully complying with the pricing standards.*
- *A franchisor or licensor report indicates a problem with pricing in accordance with the brand's pricing policy*
- *Sales per enplanement for any unit fall by more than 20% in any month*
- *Sales per transaction or check averages vary by more than 20% in any month*

6. Required Contract Clauses

The Authority will ensure that the following clauses are placed in every concession lease and sublease:

The Concessionaire shall comply with the Authority's uniform pricing policy applied to all concessions at the Airport to enhance customer satisfaction with the concessions at the Airport and to make Airport stores and restaurants competitive with similar stores and restaurants in the Raleigh-Durham Metropolitan Area. This type of pricing policy is commonly referred to as "Street Pricing." As such, all products sold by the Concessionaire at the Airport shall be of high quality and priced reasonably and competitively. "Reasonable prices" shall mean prices that do not exceed the range of prices charged by comparable retail vendors offering similar type and quality products within the Raleigh-Durham Metropolitan Area (which shall include Durham, Orange, and Wake Counties). Concessionaire shall fully comply with this pricing policy and the Street Pricing Monitoring System requirements attached to this Lease.

7. Monitoring and Enforcement Mechanisms

The Authority will monitor Concessionaire pricing following the process outlined in the Street Pricing Monitoring System, which is attached and made a part of this Policy. If, in the opinion of the Authority's Business Development Officer, Concessionaires are not complying with the pricing policy, Concessionaires will have 15 days to adjust prices to bring them into compliance. If Concessionaire disagrees with the Business Development Officer's determination, Concessionaire may request mediation pursuant to the Lease.

8.1.8 ACDBE Considerations

8.1.8 ACDBE Considerations

SFO

Excerpt from SFO Concession RFP:

1. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
The Airport Commission encourages the participation of certified Disadvantaged Business Enterprises (DBEs) as primes, joint-ventures, and/or sub-lessees on this retail lease. In order to be counted toward the Airport's overall Airport Concession DBE (ACDBE) goal program, the small businesses must be certified as an ACDBE by a certifying agency within the California Unified Certification Program (CUCP), in accordance with the federal regulations, 49 CFR Part 23. An ACDBE is defined as a "concession that is a for-profit small business concern that is: (1) at least 51% owned by one or more individuals who are both socially and economically disadvantaged...." and (2) "whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it". For additional information about the CUCP, please call the Airport Small Business Affairs Office at (650) 821-5021 or via email at SFO.ASBAO@flysfo.com.

MSP

Excerpt from MSP Concession General Terms and Conditions:

XVIII. DISADVANTAGED BUSINESS ENTERPRISES ("DBE")

Each Operator specific DBE Goals can be found in the Supplemental Lease Agreement.

A. DBE Requirements

To promote MAC's interest in establishing opportunities for minority and women's business enterprises and socially and economically disadvantaged businesses, Operator agrees to participate with MAC in the DBE program, as DBEs are defined under the regulations of the U.S. Department of Transportation, as set forth in Title 49 C.F.R. Part 26, as amended or superseded. Such participation may be met as follows:

1. Operator as DBE

If the Operator qualifies as a DBE under applicable regulations, the Operator may meet the DBE Requirements by Operator-operated Concessions.

The DBE Requirement may also be met by a combination of DBE-operated Subleases and Operator-operated Concessions.

If the Operator is a joint venture, the percentage ownership of the joint venture held by a DBE will be counted toward the goal of this Agreement.

8.1.8 ACDBE Considerations

MSP

2. Subleases to DBEs

If the Operator does not qualify as a DBE, the Operator must Sublease one (1) or more Concessions to DBE Subtenants, as required by the RFP.

Either an Operator or Subtenant may qualify as a DBE if the Operator or Subtenant is a joint venture with at least one (1) DBE joint venture partner owning fifty-one percent (51%).

A DBE can not be replaced for any reason unless the Office of Diversity gives prior approval. If a DBE is going to be replaced a written explanation of the situation along with a request to replace the DBE and how the DBE participation will be maintained in the future.

The DBE Operator and Subtenants, whichever are applicable, must maintain their certification through the Term of this Agreement. Failure to do so may result in default of the Agreement.

If an Operator does not maintain the percentage of DBE participation MAC may find the Operator in default of their Agreement with MAC. Penalties could involve a monetary penalty, loss of a location or any other remedy deemed appropriate (as referenced in Section XXIII of this Agreement).

RDU

Excerpt from Raleigh-Durham RFP:

ACDBE Participation

In accordance with Regulations of the US Department of Transportation 49 CFR, Part 23, Subpart F, the Authority has implemented a disadvantaged business enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an airport business. An ACDBE goal of thirty percent (30%), as measured by total estimated annual gross receipts, has been established for this opportunity. This goal is a key element of the Authority's concession program, and the Proposer shall take all necessary and reasonable steps to comply with the requirements of the Raleigh-Durham Airport Authority ACDBE Plan. By signing its proposal, the Proposer commits to making good faith efforts to achieve the Airport Concession Disadvantaged Business Enterprise (ACDBE) goal, unless a waiver request meeting the requirements of Section VI below is submitted with the proposal.

ACDBE participation may be achieved through the purchase of goods and services, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23, Subpart F. In the event that the Proposer qualifies as an ACDBE, the goal shall be deemed met, unless the Authority has set an additional goal. Each ACDBE included in the proposal must be certified or approved by the Authority and must be identified by name, address, ACDBE category, type of work, and dollar amount of proposed participation. If a Proposer will be unable to achieve the ACDBE goal stated herein, the Proposer will be required to provide documentation in its Proposal demonstrating that all necessary and reasonable steps were taken in attempting to do

so, or that it is not economically feasible at this time to enter into either a joint venture, sublease, partnership, or other eligible arrangement with a ACDBE firm.

The requirements of this paragraph are not intended to force the Proposer to change its business structure. A Proposal that fails to adequately address the foregoing requirements will be considered non-responsive and will be rejected.

8.1.8 ACDBE Considerations

RDU

The Authority interprets 49 CFR Part 23.55 strictly as it relates to joint ventures. Neither the revenues generated by the joint venture nor the ownership interest of the DBE minority partner will count towards the ACDBE goal established in this RFP. 49 CFR Part 23.55(d) provides that when an ACDBE performs as a participant in a joint venture, the Authority must "count a portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces toward the ACDBE goals." The Authority has determined that in order for the DBE's role to be "distinct" and "clearly defined", the joint venture must either subcontract or otherwise assign to a DBE firm(s) specific concession units to be independently operated by the DBE firm(s), or must contract for specific management or other services with DBE firm(s). If the parties entered into a management agreement, 49 CFR Part 23 would permit the "entire amount of fees or commissions charged by an ACDBE for bona fide services to count towards DBE participation". The fees or commissions must be based on market rates ("reasonable and not excessive as compared with fees customarily allowed for similar services").

For more information regarding how to qualify as an ACDBE, certification procedures or how to achieve ACDBE participation, please see Appendix A – ACDBE Participation.

8.1.9 Addenda

8.1.9 Addenda

8.1.10 Proposal Affidavits

PHX

8.1.10 Proposal Affidavits

Excerpt from City of Phoenix Retail RFP:

CITY OF PHOENIX
Aviation Department

ATTACHMENT A

Executed Affidavit Form

The undersigned Proposer hereby submits to the City of Phoenix (City) the Proposal enclosed herein for the right to provide Terminal 2 retail services based upon all terms and conditions set forth in the City's RFP documents, including attachments. Proposer further specifically agrees hereby to provide Terminal 2 retail services in the manner set forth in the Proposal submitted by Proposer.

The undersigned Proposer understands and states, under penalty of perjury, as follows:

8.1.10 Proposal Affidavits

PHX

1. Proposer acknowledges that the City is relying on Proposer's submitted information and the representation that Proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its Proposal and in the resulting lease.

2. Proposer acknowledges that the City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Proposer.
3. Proposer hereby acknowledges that Proposer has read and fully understands all the provisions and conditions set forth in these proposal documents upon which its Proposal is based.

4. Proposer acknowledges that the City is obligated to adhere to certain Grant Assurances as a recipient of federal grant funds and adherence to said Grant Assurances will become an obligation of the party awarded this contract.

5. Proposer acknowledges that the following forms and information are complete and made part of Proposer's proposal package:

- *A. Cover/Transmittal Letter*
- ***B.** Executed Affidavit Form **(Attachment A)***
- ***C.** Business Information Questionnaire and Attachments, including Certificate of Good Standing if applicable, for the Proposer and All Joint Venture and Sublease Partners **(Attachment B)***
- *D. Business, Financial and Airport/Shopping Center/Landlord References for Proposer and All Joint Venture and Sublease Partners (**Attachment C**)*
- *E. Qualifications & Experience Statement for the Proposer and All Joint Venture and Sublease Partners [Limited to Twenty (20) double-sided sheets of paper]*
- *F. Historical Gross Sales Statistics for the Proposer and all Joint Venture and Sublease Partners (**Attachment D**)*
- *G. Merchandising Plan, Concept Theme Development and Marketing Plan*
- *H. Management Plan and Operations Plan*
- ***I.** Proposer's Projected Gross Sales, Projected Rental Revenues and Minimum Annual Guaranteed (MAG) Rent **(Attachment E)***
- ***J.** Projected Annual Income and Cash Flow Statements **(Attachment F)***
- *K. Proposer's Proposed Store Design*
- ***L.** Estimated Capital Investment and Source of Funds for Capital Improvements **(Attachment G)***
- ***M.** Value-Pricing Policy and Proposed Value-Pricing Comparison Stores **(Attachment H)***
- ***N.** Proposer's Financial Statements (**Attachment I)***
- ***O.** Airport Contracting Policy for Proposer and All Joint Venture and Sublease Partners **(Attachment J)***
- ***P.** Other Business Relationship History for Proposer and All Joint Venture and Sublease Partners **(Attachment K)***
- ***Q.** Staff Salary and Benefits Form **(Attachment T)***
- ***R.** Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Participation Form **(Attachment N-1, if applicable)***
- *S. Affirmative Action Plan: Hard copy of Proposer's Approved Affirmative Action Plan from Equal Opportunity Department's On-Line Database*
- ***T.** Hard copy of Approved DBE Certification or a Letter from EOD acknowledging the Approval of the DBE Application **(if applicable)***
- *U. Proposal Guarantee*
- *V. Opinion from Legal Counsel*
- *W. Exceptions*

8.1.10 Proposal Affidavits

PHX

X. Other Information (If Applicable)

6. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted.
7. This Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to 3:00 p.m. Local Phoenix Time, Tuesday, February 14, 2006, but may not be withdrawn after such date and time.
8. The City reserves the right to reject any and all Proposals and to accept that Proposal that, in its judgment, will provide the best quality of service to the City at reasonable rates.
9. This Proposal is valid for a minimum period of one hundred twenty days (120) subsequent to the RFP closing date.
10. All costs incurred by Proposer in connection with this Proposal shall be borne solely by Proposer. Under no circumstances shall the City be responsible for any costs associated with Proposer's Proposal or the RFP process.

Proposer hereby warrants that: (1) Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process; and (2) the contents of this Proposal as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

Proposer further says that, to the best of its knowledge, the information provided in the subsequent Business Information Questionnaire is true and correct and that neither the undersigned applicant nor any partner, joint venturer, corporate officer or managing employee has ever been convicted of a felony or a crime involving moral turpitude.

Name of Proposer (Legal Name): _____
Print Name of Authorized Person: _____
Signature of Authorized Person: _____
Title: _____
Business Address of Proposer: _____
_____
_____
Business Phone Number: _____
Business Fax Number: _____
Email Address: _____
Date: _____
Name of Joint Venture Partner
*and/or Sublease Partner (if applicable):*_____
Print Name of Authorized Person: _____
*Signature of Authorized Person:*_____
Business
*Address:*_____
_____
Business Phone Number: _____
Business Fax Number: _____
Email Address: _____
Date: _____

NOTARIZED
Signed and sworn before me this _____*, day of* _____*,* _____*.*
*Notary Signature:*_____
*My Commission Expires:*_____
Affix Seal

8.1.11 Consistency with Contract Documents

8.1.11 Consistency with Contract Documents

8.1.12 Right to Interpret

RDU

8.1.12 Right to Interpret

Excerpt from RDU RFP:

Irregularities
A Proposal will be considered irregular and may be rejected if it is improperly executed, contains omissions or alterations of form, additions not called for or otherwise specifically allowed, conditions, limitations, or unauthorized alternate proposals, or fails to include any other certificates, statements, affidavits, or information required to be included with the Proposal, or contains other irregularities of any kind. Notwithstanding the foregoing, the Authority reserves the right, in its sole discretion, to waive any informalities or irregularities in a Proposal, except that:

1. the Authority will not waive the requirement that a Proposal, complete in all material respects, be received by the Authority by the time and date specified for receipt thereof; and

2. the Authority will not consider any Proposal which does not conform in all material respects to the terms of this Request for Proposals, including a commitment by the Proposer to execute the Concession Agreement in the form attached hereto.

The Authority reserves the right to request clarification of information submitted in any Proposal, to require additional information from any Proposer, or, in the Authority's sole discretion, to reject any or all Proposals for any reason and to re-advertise (or decide not to re-advertise) for Proposals.

8.1.13 Validity Period and Proposals

SFO

8.1.13 Validity Period and Proposals

Excerpt from SFO Retail RFP:

12. TERM AND WARRANTY OF PROPOSAL
The proposal will remain subject to the Airport Commission's acceptance for one hundred twenty (120) calendar days after the Submittal Deadline, or such later date as may be agreed by the parties. Submission of a proposal signifies that the financial offer is genuine and not the result of collusion or any other anti-competitive activity. In submitting its proposal, a Proposer agrees that (a) if the proposal is accepted, Proposer will execute a lease for the Concession Opportunity on or before the deadline

specified by the Airport Commission; and (b) Proposer accepts all of the terms and conditions of this RFP (including the Lease). The successful proposer will be required to enter into a lease substantially in the form of the Terminal 3 Bookstore Lease, attached hereto as Part VIII. Failure to timely execute the lease, or to furnish any and all insurance certificates and policy endorsements, deposits, or other materials required in the lease, shall be deemed an abandonment of a lease offer. The Airport Commission, in its sole discretion, may select another proposer and may proceed against the original selectee for damages.

8.1.14 Disqualification and Protests

8.1.14 Disqualifications and Protests

PHX

Excerpt from PHX Retail RFP:

F. APPEAL OF DISQUALIFICATION TO AVIATION DIRECTOR
If a Proposer is disqualified from the RFP process due to submitting a Proposal deemed to be non-responsive, or for any other grounds, the Proposer may submit written information to the Director, or his/her designee, that the Proposer believes reasonably supports a rescission of the disqualification. Such information must be submitted within seven (7) calendar days after the Notice of Disqualification has been delivered to the Proposer. The Aviation Director, or his/her designee, may submit the information to anyone necessary in order to receive their comments and may choose to meet with Proposer(s) at his/her discretion. The Aviation Director's decision is final. As a condition to this right to appeal, the Proposer agrees to comply with paragraphs "A" and "B" of this Policy.

G. APPEAL TO AVIATION DIRECTOR AFTER EVALUATION PANEL MAKES RECOMMENDATION TO AVIATION DIRECTOR
If a Proposer believes the evaluation panel has erred in its recommendation to the Aviation Director, or his/her designee, the Proposer may submit written information to the Aviation Director, or his/her designee, that the Proposer reasonably believes would assist the Aviation Director, or his/her designee, in making his/her recommendation. The information must be submitted at least ten (10) calendar days prior to (a) the PAAB subcommittee meeting which precedes the full PAAB meeting where the Proposal will be considered or (b) the PAAB meeting if no subcommittee meeting is held. The Aviation Director, or his/her designee, may submit the information to anyone necessary in order to receive their comments and may choose to meet with Proposer(s) at his/her discretion. As a condition to this right to appeal, the Proposer agrees to comply with paragraphs "A" and "B" of this Policy.

Excerpt from SFO Retail RFP:

SFO

5. PROTEST OF NON-RESPONSIVENESS DETERMINATION
Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

8.1.15 Sample Definitions

TRI

8.1.15 Sample Definitions

Excerpt from TRI RFP:

SECTION IV – DEFINITIONS

Terms not otherwise defined herein shall have the following meanings:

Act of God - An earthquake, flood, cloudburst, cyclone, tornado, hurricane, volcanic eruption or other cataclysmic phenomenon of nature. A rain, flood, windstorm, or other natural phenomenon of normal intensity for the particular season and locality in which the work is located is not an Act of God.

Addendum - Any written amendment to this RFP, including any amendment to the exhibits hereto.

Airport - Tri-Cities Regional Airport, TN/VA

Capital Investment - Monies paid to purchase a capital asset or fixed asset. Capital Asset or Fixed Asset is a long-term asset that 1) has a useful life of more than one year 2) is acquired for use in the operation of the business and 3) is not intended for resale to customers

Commission - Tri-Cities Airport Commission

Concession Area - The area consisting of the main lobby food court and the concourse satellite counter.

Concourse Satellite Counter - Area located past security screening checkpoint from which food and beverages are sold.

Day - A calendar day of24 hours measured from midnight to the next midnight.

DBE - Any Disadvantaged Business Enterprise, Minority Business Enterprise, or Woman Business Enterprise as defined in the applicable federal regulations.

Facilities - The food and beverage facilities in the terminal or passenger concourse including the furniture, fixtures and equipment contained therein or subsequently developed, constructed, or acquired, which is and shall remain the property of the Commission.

Franchise Specific Equipment - Any equipment required by a franchise or branded company to produce food or beverage items under a specific brand.

8.1.15 Sample Definitions

TRI

Minimum Standards - The minimum standards acceptable by which any and all contractors must operate to insure quality, selection, and service levels are met.

Minimum Annual Guarantee (MAG) - The amount proposed by the Prime Operator as the guaranteed minimum annual payment to the Commission for the rights and obligations granted herein.

Occupancy Date - The occupancy date is the date on which the concessionaire assumes control of the leased premises.

Operator - The person or entity that, pursuant to this RFP, is selected by the Commission and who enters into a Lease and Operating Concession Agreement to provide the services outlined in this RFP.

Personal Property - shall mean all moveable property of the Operator not directly related to the retail operations of the concession privileges granted hereunder, including, but not limited to, office furniture, office equipment, computers and office supplies.

Proposer - The person or entity that responds to this RFP to provide the services outlined herein.

TCAC - As used throughout this Agreement, this term shall be construed as referring to the TriCities Airport Commission and/or its members, officers, employees and agents, and shall include any subsequent change in ownership of the Airport by way of the creation of an authority, municipal corporation, public corporation, or any other form of successor or assignee from the current unincorporated joint venture.

Trade Fixtures - shall mean all non-affixed items, except Personal Property, which can be removed without damage to the Leased Premises, including, but not limited to, cash registers, safes, signs, display fixtures not built into the wall and the like.

Utilities - are essential services or goods provided by government or private entities. These include, but are not limited to, electric power, gas, water, sewage, garbage and other waste removal, and other such similar goods or services.

8.2 Proposal Evaluations

8.2 Proposal Evaluations

8.2.1 Minimum Qualifications

8.2.1 Minimum Qualifications

OAK

Excerpt from OAK RFP:

6. MINIMUM QUALIFICATIONS REQUIREMENTS
Any individual, partnership, joint venture, or corporation submitting a Proposal must demonstrate that the minimum qualifications listed below for both food and beverage and retail merchandise services have been met in order to have its Proposal considered. Any Proposer (or its principal owner or predecessor in interest, or, in the case of a joint venture, at least one joint venture partner with at least a 40% interest in the joint venture) must meet all of the following eligibility criteria for food and beverage services:

8.2.1 Minimum Qualifications

OAK

1. It must have been in continuous existence in the food and beverage business (either through direct operation or, in the case of a developer, through the management of subtenants) for at least the last 5 years; and

2. The business must have generated annual business volume in one of the last three years equal to equal to or greater than $12 million; and

3. It must have managed through its subtenants or directly operated at least one food and beverage unit in an airport terminal for at least the last two years; and

4. Proposer or its proposed subtenants must meet the State of California's requirements for obtaining a license to sell alcoholic beverages for consumption on the premises; and

5. Proposers must demonstrate to the satisfaction of the Port that it has the financial resources to finance, develop, and operate a food and beverage concession program as contained in this request for Proposal.

For retail merchandise services, any Proposer (or its principal owner or predecessor in interest, or, in the case of a joint venture, at least one joint venture partner with at least a 40% interest in the joint venture), or a subtenant, must meet all of the following eligibility criteria:

1. It must have been in continuous existence in the retail merchandise business (either through direct operation or, in the case of a developer, through the management of subtenants) for at least the last 5 years; and

2. The business must have generated annual business volume in one of the last three years equal to equal to or greater than $6 million; and

3. It must directly operated or have managed through its subtenants at least one newsstand unit in an airport terminal for at least the last two years.

4. It must demonstrate to the satisfaction of the Port that it has the financial resources to finance, develop and operate a retail merchandise service program as contained in this request for Proposal.

Proposers (or its principal owner or predecessor in interest, or in the case of a Joint Venture, at least one Joint Venture partner with at least 40% of the Joint Venture) submitting a Proposal to operate a licensed or franchised facility must meet the criteria established above. Proposers may not rely on the qualifications of the licensor or franchiser. In addition, Proposers who are proposing to operate a licensed concept or franchise must provide a letter from the licensor or franchiser granting the rights to operate the concept at the Airport, or indicate that the Proposer has met the requirements to hold or operate such franchise or license and such franchise or license will be forthcoming upon award. The Port reserves the right to seek clarifications from Proposers and to conduct its own due diligence before ranking Proposals.

PHX

Excerpt from PHX Wildlife Professional Services Agreement

Minimum Qualifications
Each proposer must identify the Assigned Biologist responsible for fulfilling the obligations of any resulting contract and to interface with the

8.2.1 Minimum Qualifications

PHX

City's Aviation Department (Aviation). Proposers must submit documentation to demonstrate the following for the Assigned Biologist:

1. *Academic coursework completed at accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U. S. Office of Personnel Management classification standards, or designation as a Certified Wildlife Biologist by The Wildlife Society;*
2. *Completion of an airport wildlife hazard management training course acceptable to the FAA1;*
3. *Completion, under the direct supervision of a qualified airport wildlife biologist, of at least 1 Wildlife Hazard Assessment acceptable to the FAA1; and*
4. *Completion, within the past 3 years, of:*
   i. *An airport wildlife hazard management training course acceptable to the FAA; or*
   ii. *Attendance, as a registered participant, at a joint Bird Strike Committee-USA/Bird Strike Committee-Canada annual meeting; or*
   iii. *Other training acceptable to the FAA*

Documentation provided by proposers must include the FAA's acceptance of training and experience.

8.2.2 Required Information

RDU

8.2.2 Required Information

Excerpt from RDU RFP:

SECTION VI - SUBMITTAL REQUIREMENTS

Specific forms and instructions included in this RFP in Appendix C – Proposal Forms must be completed and provided as a part of Proposer's submittal in order to have a Proposal considered. Proposers are required to follow the format and sequence found in Appendix C when submitting a Proposal. Proposers may be asked to revise, clarify, and/or provide additional information during the Proposal review process. These requests will require immediate action and must be responded to in writing within a very short time frame (48 hours).

Proposal submittal shall consist of the following documents. A set of tabs to identify each part of the Proposal should be inserted to facilitate quick reference.

Submittal Sections

Section 1 - Cover Letter

Proposer shall submit a one or two page cover letter to identify Proposer, and summarize Proposer's minimum qualifications. The proposal should include a brief statement of experience, a statement of acceptance of the Concession Agreement terms, and any other general information which the Proposer desires to include as an introduction to the Proposal.

8.2.2 Required Information

RDU

Section 2 - Company Background and Management Experience

Include a brief history of the Proposer and general description of services provided by the proposing firm. Note any changes in the company name and ownership structure over the last five (5) years. Describe current operations as they exist today.

Section 3 – ACDBE Participation

Describe Proposer's efforts to satisfy the ACDBE goal for this solicitation. Note the status of all qualified ACDBE firms and any firms who may be seeking ACDBE status at the time of submission of the proposal.

Section 4 - Proposed Products and Services

Describe the overall program and how it would be implemented at RDU. Include a list of proposed services and merchandise and a corresponding price sheet indicating the prices to be charged for all merchandise.

Section 5 - Financial Projections

Proposer shall submit financial projections clearly showing the anticipated gross sales and expenses for the account. These projections should be in sufficient detail to show that the projected revenue stream without sacrificing the quality or service of the operation can support the Rent proposed.

Section 6 - Financial Background

Proposers shall submit the historical financial information for the proposing entity and any joint venture or affiliate entities. The Authority reserves the right to request additional financial information from any Proposer.

Section 7 - Management and Operations Plan

Proposers shall submit sufficient information to allow the Authority to evaluate Proposer's management operating plan. Describe the experience of the management staff that will be assigned to the account. Describe any staff training, restocking, equipment servicing and/or monitoring plans.

Section 8 - Exceptions to the Concession Agreement

Proposer shall include a list of exceptions to the terms of the sample Concession Agreement, if any. All such exceptions shall be clearly stated on a separate page labeled "Exceptions." The only provisions of the Concession Agreement that the Authority will consider negotiating are those specifically identified as Exceptions in the Proposal. Any Exception not noted in the Proposal cannot be raised later. If the Authority and the Proposer cannot negotiate an acceptable Concession Agreement based upon the Exceptions, the Authority reserves the right, in its sole discretion, to reject the Proposal once it is clear that the Concession Agreement issues cannot be resolved.

Section 9 - Proposal Bond

Each Proposal shall include a Proposal Bond in the form of a surety bond or a cashier's or certified check made payable to the Raleigh-Durham Airport Authority in an amount of $1,000 as a guarantee that 1) Proposer will not withdraw the Proposal, 2) Proposer will execute a Concession Agreement with the Authority in substantially the form included herein subject to exceptions clearly noted in writing, and 3) the required insurance

8.2.2 Required Information

RDU

certificate will be delivered to the Authority in accordance with the Concession Agreement. If, prior to acceptance, the Proposal is withdrawn, except as provided herein, or if the Proposer fails to execute said final concession agreement and provide said insurance certificate within ten (10) days after the receipt of notice that the Proposal has been accepted, the Proposer shall be liable to the Authority in the amount of its Proposal Bond as liquidated damages.

The Authority will select a Proposal and then will promptly begin any required negotiations with the Proposer. If the Authority and the selected Proposer cannot reach agreement on a concession agreement within thirty (30) days, or some longer period of time reasonably determined by the Authority, the Authority will then select another Proposer and begin to negotiate with that Proposer. Therefore, all Proposals shall be deemed to remain in effect and subject to selection by the Authority until a Concession Agreement is actually signed, or ninety (90) calendar days after the Deadline for Proposal submission ("Proposal Expiration Date"), whichever shall occur first. Until the Proposal Expiration Date, Proposer agrees that the submitted Proposal shall remain in effect, as written and subject to selection by the Authority, and that the Proposal Bond will also remain in effect. The Authority shall have the right, in its sole discretion, to extend the time for delivery of the Concession Agreement.

The Proposal Bond, if a surety bond, shall be issued by a surety company authorized to do business in the State of North Carolina and rated as at least an A or A+. The original Proposal Bond shall be attached in the original proposal submittal. A copy of the Proposal Bond shall be attached in each copy of the proposal submittal.

Section 10 - Properly Executed Proposal Form

The Proposal must be submitted signed and properly executed.

SFO

Excerpt from SFO Retail RFP:

Submittal 1
PROPOSAL CHECKLIST

Name of Proposer: _____

The following information, forms and documentation are included in the attached proposal.

- ☐ **Submittal 1, Proposal Checklist** – Check boxes to the left to ensure all required submittals are included in the proposal submittal. Sign below and include with proposal submittal.
- ☐ **Submittal 2, Minimum Qualification: Identity and Experience Questionnaire -** Complete and execute using form provided.
- ☐ **Submittal 3, Minimum Qualification: Statement of Ability to Comply** – Complete and execute using form provided.
- ☐ **Submittal 4, Evaluation Criteria –** Provide responses to the evaluation criteria listed.
- ☐ **Submittal 5, Minimum Annual Guarantee Offer -** Complete and execute using form provided.
- ☐ **Submittal 6, Proposal Bond and Letter of Credit Forms -** Complete and execute using one of the two forms provided OR provide a cashier's check made payable to the City of San Francisco if Proposal Bond requirement is for less than $250,000.
- ☐ **Submittal 7, Financial Pro forma Format –** Utilize this format when submitting the Financial Pro forma which is required under the Evaluation Criteria.

_____
Signature

_____
Name

_____
Title

Submittal 2
MINIMUM QUALIFICATION: IDENTITY AND EXPERIENCE QUESTIONNAIRE

Note: Capitalized terms not defined in this Section are defined in the Executive Summary or in the Lease attached.

A. Identity of Proposer

1. Name and contact details of Proposer exactly as it is to appear in the Lease:

_____

_____

Phone No: _____ Fax No: _____

Email: _____

2. The Proposer, if selected, intends to carry on the business as:

☐ Individual ☐ Partnership ☐ Joint Venture
☐ Limited Liability Company ☐ Corporation ☐ Other (attach explanation)

3. If a Partnership or Joint Venture, attach an executed copy of the Partnership agreement or Joint Venture agreement, and answer the following:

(a) Name, address, and share of each partner of the Joint Venture or Partnership:

Name	Address	Share
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%

(b) Date of Organization: _____

(c) General or Limited Partnership (if applicable): _____

(d) Where Recorded: _____

(e) Registered in California? _____ If so, when _____

4. If a Corporation or Limited Liability Company, answer the following:

(a) When incorporated/formed _____

(b) In what state/country _____

(c) Authorized to do business in California? _____ If so, when? _____

(d) Name, address, experience in the business, and amount of stock/membership interests held by the following officers. If the officer titles presented below do not exist within your organization, list officers of similar functions and include their actual title with their names:

Officer	Name	Address	Amount of Stock or Interests
President			0.00%
Vice President			0.00%
Secretary			0.00%
Treasurer			0.00%
Other			0.00%

(e) Name, address and shares of stock/membership interests held by other "principal" stockholders or members: (A "principal" stockholder or member is defined as a stockholder or member who holds 10% or more of the outstanding stock or membership interests of the corporation or limited liability company.)

Name	Address	Amount of Stock/ Membership Interest

B. Summary of Experience

In addition to completion of this Qualifications Questionnaire, each Proposer must submit a narrative response that describes in detail how the Proposer meets the Minimum Qualification Requirements. Each Proposer should tailor its response to its experience in the operation of business(es) in the proposed concept. **Please follow the same format set forth below for your response**. The following information must be included:

1. Name and address of retail facility(ies) owned or managed by Proposer that shows Proposer meets the Ownership or Management Qualification Requirement. Provide the number of years the Proposer has owned or managed said retail facility(ies). Provide information sufficient to show that such facility(ies) specializes in the concept by summarizing the product categories or items, relative to the concept. Items listed must be reflective of Required Use section of Exhibit B of the Lease as attached to this RFP document. Acceptable forms of information will include, but not be limited to sales reports, narrative description sales activity, store layout maps with product categories identified and accompanying photos or any other information that will indicate facility(ies) specializes in the proposed concept.

   Each Proposer must provide evidence of ownership or management experience for each of the qualifying years, which evidence must be reasonably satisfactory to the Airport Commission. Without limiting the generality of the foregoing, each Proposer should consider submitting the following items:

   Ownership

   - Organizational documents, such as joint venture/partnership agreement, corporate articles/bylaws, share certificates
   - Financial Statements of Proposer
   - Tax Returns of Proposer

   Management

   - Management charts
   - W-2 forms
   - Business cards
   - Confirmation letter from employer

2. Provide evidence that Proposer owned or managed retail facility(ies) that specialized in a bookstore concept and generated at least One Million Dollars ($1,000,000) per qualifying year. Proposer must attach audited financial statements per qualifying year. If audited financial statements are not available, submit tax statements prepared by a Certified Public Accountant (CPA) along with unaudited financial statements per qualifying year. Include a detailed breakdown showing which of Proposer's facilities meet the One Million Dollars ($1,000,000) Gross Revenue Qualification requirement for each qualifying year.

3. Submit balance sheets and income statements for the last two (2) years prepared in accordance with generally accepted accounting principles (GAAP), which must have been prepared by an independent licensed and certified public accountant. The financial reports should demonstrate good financial condition supporting a decision to open a new location at the Airport.

4. State if Proposer has ever operated under another name and/or ownership structure.

5. Give names, addresses, and telephone numbers of landlords or property managers, if any, for at least three (3) operations listed above.

6. Identify the source of funds and amounts for capital investment required by the lease and working capital.

C. REFERENCES

Please provide a minimum of three (3) reference letters from non-affiliated organizations on their company letterhead within the last twelve months. Contents must include information directly related to Proposer's management or ownership experience in the retail business.

FAILURE TO MAKE FULL DISCLOSURE IN RESPONDING TO THE ABOVE QUESTIONS AS REQUIRED MAY RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE RFP PROCESS.

D. AFFIRMATIVE STATEMENT OF ACCURACY

The undersigned represent and warrant to the Airport Commission as follows: (a) the undersigned person(s) are authorized representatives of Proposer; (b) the person(s) signing below is authorized by proposer to obligate the Proposer to perform the commitments contained in the proposal; (c) all information submitted by Proposer in the proposal is complete, accurate, and truthful; and (d) submission of this proposal constitutes a representation by the Proposer that it is willing and able to perform the comitments contained in this proposal. (Note: If Proposer is a joint venture, all joint venture partners must sign; if Proposer is a corporation, at least Proposer's President and Secretary must sign; if Proposer is a limited liability company, at least Proposer's manager or managing member must sign.)

_____ Title _____

Printed Name: _____

_____ Title _____

Printed Name: _____

_____ Title: _____

Printed Name: _____

Date: _____

Submittal 3
MINIMUM QUALIFICATION: STATEMENT OF ABILITY TO COMPLY WITH FEDERAL, CITY AND OTHER GOVERNMENTAL REQUIREMENTS

Name of Proposer: _____

1) The undersigned is a Proposer for this Concession Opportunity.

2) The undersigned has reviewed the applicable City and other governmental requirements applicable to this Concession Opportunity ("**Governmental Requirements**"), including those described in this RFP and the Lease.

3) Proposer is ready, willing, and able to comply with all Governmental Requirements.

4) The undersigned are authorized representatives of Proposer.

_____ Title _____

Printed Name: _____

_____ Title _____

Printed Name: _____

_____ Title: _____

Printed Name: _____

Date: _____

Submittal 4
EVALUATION CRITERIA

Name of Proposer: _____

Submittal 4 will consist of the Proposer's response to the Evaluation Criteria below. A thorough discussion/demonstration of all points below must be included in proposal with the exception of the Minimum Annual Guarantee Offer, which will be submitted on the attached form "Submittal 5". Proposals will be evaluated on the criteria below and scored according to the point scale shown.

Evaluation Criteria	Points
1 Proposed Concept and Site Visits • Overall appeal of proposed concept to passengers • Conformance with concept sought in RFP • Ability to maximize sales, revenue and customer satisfaction • Complement to overall Terminal 3 concessions program • Differentiation to overall Terminal 3 concessions program • Proposed merchandise list • Site Visits and current performance, if applicable	30
2 Design Intention and Capital Investment • Images depicting the front elevation, signage, floor plan and interior design intent. While renderings are preferred, photographs of existing similar facilities along with a discussion of the design intent for SFO may be acceptable. • Overall appeal and quality of design intent • Design supports the proposed brand/concept and a strong merchandising strategy is incorporated into design • Proposed capital investment amount • Reflects Tenant Design Guidelines	20

3	Business Plan • Relative to your business operations, please answer "**Yes**" or "**No**" to the following questions. The following questions pertain to any lease(s) or sub-lease(s) that you hold or have held in the past five years. Please provide an explanation for those questions in which you responded with "**Yes**." In approximately the past five (5) calendar years (January 2005 through December 2009): 1. Have you received a letter/notice (e.g. Event of Default Notice) from the landlord requesting that your remedy/cure any type of default under the lease, e.g. non-payment of rent, maintenance? 2. Have you received a letter/notice demanding that you "Pay or Quit" the premises for non-payment of rent? 3. Have you filed for bankruptcy? 4. Have you terminated a lease before the expiration of the lease term? 5. Have you been or are you currently on a "payment plan" to pay past due rent or fees that are owed to the landlord? • 5 Year Financial Pro forma showing projected sales, revenue to the Airport, expenses and net income. The pro forma should demonstrate an understanding of the proposed lease and will be considered for its reasonableness and viability of proposed operation and financial offer and the ability to fund continuing operations from the cash flow generated by the operation. Proposers are to use the format shown on Submittal 7, attached hereunder. If multiple locations are included in the proposed Lease, a Financial Pro Forma must be included for each individual location and a Summary Financial Pro Forma must be included which totals all the individual locations.	20
4	Customer Service and Quality Control • Discuss your approach to customer service and corporate monitoring of the concession to ensure high standards are maintained and overall performance of the business is strong. • Provide a staffing plan for a typical one week period. • Discuss your approach to customer service training for your staff that interacts with the customers and any monitoring of that service that will take place. • Discuss how customer complaints will be handled. • Discuss your approach to product quality control. • Discuss how your facilities will be maintained to ensure excellent repair, cleanliness and appealing product presentation.	20
5	Minimum Annual Guarantee Offer (Submittal 5)	10
	Total Possible Points	100

Submittal 5
MINIMUM ANNUAL GUARANTEE OFFER

Name of Proposer: _____

Address: _____

_____

Phone No.: _____ Fax No.: _____

TO THE AIRPORT DIRECTOR:

This proposal is being submitted in response to the Request for Proposal for the above-referenced Concession Opportunity, which is incorporated in this RFP by reference. Defined terms below shall have the meanings given them in the Request for Proposal.

Minimum Annual Guarantee Offer. The proposed amount for the First Lease Year's MAG is _____ Dollars ($ _____)
(amount must equal or exceed Minimum Acceptable Financial Offer).

The undersigned represent and warrant to the Airport Commission as follows: (a) the undersigned person(s) are authorized representatives of Proposer; (b) all information submitted by Proposer in the proposal is complete, accurate and truthful. (Note: If Proposer is a joint venture, all joint venture partners must sign; if Proposer is a corporation, at least Proposer's President and Secretary must sign; if Proposer is a limited liability company, at least Proposer's manager or managing member must sign.)

_____ Title _____

Printed Name: _____

_____ Title _____

Printed Name: _____

_____ Title: _____

Printed Name: _____

Date: _____

Submittal 6
PROPOSAL BOND SAMPLE FORMATS

~ Sample Format of Surety Bond ~

_____ (Surety)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ , as Surety, are held and firmly bound unto the City and County of San Francisco, acting by and through its Airport Commission, as obligee, in the sum of _____ Dollars ($_____) lawful money of the United States of America, to be paid to the City and County of San Francisco, acting by and through its Airport Commission, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for the **Terminal 3 Bookstore Lease**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall enter into a lease or other agreement (the "Agreement") with the Obligee in accordance with the terms of such proposal (which by reference is made a part hereof), and give such deposit as may be specified in the Agreement and the RFP process, then this obligation shall be null and void, otherwise to remain in full force and effect; and shall be effective _____.

This bond may be called upon by Obligee by a notice sent to the Surety by registered mail, overnight mail, overnight courier service, or other courier service sent to our offices at: _____.

Signed, sealed and dated this _____ day of _____.

Principal: By: _____

Title: _____

Seal:

Surety Company: By: _____

Title: _____

Seal:

(Attach Notary Public Certificate and Attorney-in-Fact form)

~ Sample Format of Irrevocable Letter for Credit~

Date_____

Letter of Credit No._____

Airport Commission
City and County of San Francisco
San Francisco International Airport
PO Box 8097
San Francisco, CA 94128

Ladies and Gentlemen:

We hereby establish an irrevocable letter of credit in your favor in the amount of _____ United States Dollars (US$_____) for the account of _____, available by your draft at sight, when accompanied by the following document:

> A statement signed by the Airport Director of the Airport Commission of the City and County of San Francisco, to the effect that upon the award to _____ by the City and County of San Francisco, acting by and through its Airport Commission, of the lease or other agreement for the **TERMINAL 3 BOOKSTORE LEASE** at San Francisco International Airport (the "Agreement"), _____ failed to execute said Agreement and furnish the deposit required by said Agreement.

Drafts drawn under and in compliance with the terms of this letter of credit will be duly honored by us upon presentation and delivery of the statement specified above. Such drafts may be presented by registered mail, overnight mail, overnight courier service, or other courier service sent to our offices at: _____.

Sincerely,

_____

_____

Submittal 7
FINANCIAL PRO FORMA

UNIT PRO FORMA

Proposer to complete one "*Unit Pro Forma*" form for each unit and a "*Summary - All Units in Package*" form for each proposal package

Proposer _____

Package _____

Terminal _____

Unit Number _____

Area _____ (sq ft. from concession space plan)

GROSS RECEIPTS (SALES) Sales & by percentage rent category):	Year 1		Year 2		Year 3		Year 4		Year 5	
	($)	% of sales	($)	% of sales	($)	% of sales	($)	% of sales	($)	% of sales
a.										
b.										
c.										
Total Gross Receipts	$	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%

OPERATING EXPENSES	($)	% of sales	($)	% of sales	($)	% of sales	($)	% of sales	($)	% of sales
Payroll										
Payroll taxes and employee benefits										
Minimum Annual Guarantee (MAG)										
Franchise or license fees										
Repairs and Maintenance										
Office, storage, distribution expenses										
Utilities										
Insurance										
Credit card fees										
Licenses and permits										
Administrative & General										
Other operating expenses:										

Total Operating Expenses	$	0.0%		$ -	0.0%	$ -	0.0%		$ -	0.0%	$ -	0.0%
	Year 1			Year 2		Year 3			Year 4		Year 5	
EBITDA	($)	% of sales		($)	% of sales	($)	% of sales		($)	% of sales	($)	% of sales
Earnings before Interest, Taxes, Depreciation and Amortization												
Annual Gross Sales/sf												
Annual percentage change in Gross Sales from prior year												

8.2.3 Proposal Evaluation

PHX

8.2.3 Proposal Evaluation

Excerpt from PHX Retail RFP:

V. EVALUATION

A. Proposal Evaluation and Criteria
Evaluation criteria outlined in this Section shall be applied to all eligible, responsive, and responsible Proposers for selection of the successful Proposer for each package. Award of a lease for each package is intended to be made without discussion with Proposers after Proposals are received with the exception of interviews as described below. Proposals should, therefore, be submitted on the most favorable terms.

The City will review all Proposals for completeness and adherence to the requirements of this RFP. Proposals that do not follow the specified format in ***Section IV*** *may be deemed non-responsive and disqualified from the process. In addition, failure on the part of the Proposer to provide the required documentation may be cause for rejection of the Proposal.*

All Proposals will be reviewed based upon the evaluation criteria in this Section. Proposers must have the necessary qualifications, experience, and financial capability to fulfill the conditions of the lease to be entered into to provide retail services in Terminal 2 at the Airport. The City reserves the sole right to determine the sufficiency of the experience and qualifications of all Proposers and to select the Proposer based on the evaluation criteria to enter into a final lease.

The City will review Proposals with an Evaluation Panel that will be chosen by the Aviation Director or his/her designee. The City reserves the right to develop a short list of Proposers to be interviewed before a successful
Proposer is selected for each package. The same Evaluation Panel will be used for the short list and the interview process. A short list identifies Proposers who have a reasonable likelihood of success in the evaluation process in comparison to all of the Proposals submitted. Proposers will be short listed on a pass/fail basis by consensus. The evaluation criteria in the RFP will be used as the basis for the short list process. Short-listed Proposers will be forwarded for final evaluation/scoring on an equal basis.

The Evaluation Panel will provide the Aviation Director or his/her designee with its recommendations. The Aviation Director or his/her designee may accept or reject the recommendation of the Evaluation Panel and will, in turn, provide his/her recommendation to the Phoenix Aviation Advisory Board and ultimately to the Phoenix City Council.

The City shall not be bound to award any lease to the Proposer with the highest MAG.

Specific evaluation criteria have been established to assist the City in determining which Proposers will provide the best retail concessions in Terminal 2. Listed below each criterion are a compilation of factors that are not individually weighted. The Evaluation Panel members' review will include the following criteria.

1. Qualifications and Experience of Proposer and ACDBE/DBE Partners (0-20 points)

- *Number of years of retail experience and type of experience of Proposer and any ACDBE/DBE partners*
- *Number of years of experience with concept being proposed*
- *Number of years of experience operating in an airport retail environment*
- *Visual quality of existing retail facilities (review of photographs submitted by Proposer)*
- *Financial capability/sales per sq. ft. and total gross sales volume of existing stores (**Attachment D**)*
- *Retail achievements (national recognition from industry organizations such as Airports Council International, Airport Retail News, American Association of Airport Executives, International Council of Shopping Centers, etc.)*
- *References on past performance of any existing lease or previous retail concession lease with Phoenix Sky Harbor International Airport*

2. Merchandise Plan, Theme Development, Marketing Plan (0-20 points)

- *Quality and variety of products*
- *Pricing (Value/Street pricing required, see **Attachment H**)*
- *Depth of product lines*
- *Branded and non-branded merchandise and local appropriateness for concept*
- *Proposed store layout*
- *Innovation of overall store theme, uniqueness and creativity*
- *Proposed visual presentation plan of merchandise (product displays)*
- *Methods to monitor and implement current retail trends*
- *Frequency and quality of marketing efforts*
- *Uniqueness and appropriateness of concept in relation to overall Terminal 2 concession program*

3. Return to the Airport (0-20 points)

- *Minimum Annual Guarantee (MAG)*

4. Design and Quality of Improvements (0-15 points)

- *Creative and innovative concepts - interior and exterior (i.e. signage)*
- *Architectural renderings and material boards of the proposed concept to evaluate the overall quality of the design and theme, floor/wall covering, color scheme, signage, fixtures, merchandise display units, graphics, etc.*

5. Management and Operations Plan (0-15 points)

- *Level and type of management staff and experience, pay, benefits and hours*
- *Staffing and customer service programs, philosophies and training*
- *Methods to monitor customer service (including quality control program)*
- *Operations plan: delivery and stocking logistics*
- *Maintenance and repairs of facilities*
- *Security policies and practices*
- *Inventory and cash control*

6. Financial Projections and Capital Investment (0-10 points)

- *Reasonableness of projected sales, operating expenses, net income and annual cash flow projections (including assumptions)*
- *Projected rental revenues in relation to reasonability of projected sales and proposed MAG*
- *Sufficient cash flow/profit after debt service*
- *Investment in facility capital improvements*
-

8.3 Best Practices Specific to Bid Processes

8.3 Best Practices Specific to Bid Processes

8.3.1 Specifications

8.3.1 Specifications

DFW

Excerpt from DFW Request for Bid Template:

5.6 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Bidder must note the difference on an attached document that details the exception(s) to specifications. Failure of the Bidder to make the required acknowledgements may cause the bid to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Bidder has purported it to be in its Bid, said Successful Bidder will be required to correct any deficiencies without additional cost to the Board.

5.7 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, other makes and models may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.

5.7.1 Bidders offering "equal" products must clearly identify said products in their bids. Product equality shall be determined solely by the Board based on comparison of all material respects to the brand name products referenced solely by the Board to be equal in all material respects to the brand name products referenced.

5.7.2 Bidders must submit with their Bid, complete manufacturer's descriptive literature and identification of the product being offered.

5.7.3 Bidders proposing products other than that specifically referenced must be prepared, if requested by the Board, to fully demonstrate that the proposed products are

equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Bidder's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.

8.3.1 Specifications

DFW

5.7.4 Unless the Bidder clearly indicates in its bid that it is offering an "equal" product, its bid shall be considered as offering the brand name and product model referenced.

5.8 Alternate Bids: Alternate bids will be considered only if the Bidder submits a separate bid based on the specifications provided in this Solicitation. Alternate bids must be clearly labeled as such. All alternate bids must detail any product, service or performance modifications proposed in the alternate bid. The Board reserves the sole right to accept or reject an alternate bid.

8.3.2 Bid Opening and Evaluation

DFW

8.3.2 Bid Opening and Evaluation

Excerpt from DFW Request for Bid Template:

7. PUBLIC BID OPENING / EVALUATION OF BIDS

7.1 The Board will open all bids properly received in a public meeting and read the bids aloud. The meeting location (identified on the cover page of this Request for Bid) is accessible. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 972-973-5600 or faxing 972-943-5601.

7.2 The Board will tabulate bids based on the unit prices bid and quantities shown in the bid or based on a predetermined group of items selected for evaluation purposes. In the case of conflict between unit prices and extended prices, unit prices shall prevail.

7.3 Bid tabulations will be placed on the Board's website within 10 days of bid opening. The posted bid tabulations will not indicate the Board's evaluation of responsiveness nor award recommendation.

7.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.

7.5 The Board reserves the right to require additional information from any or all Bidders and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board's requirements, (b) the quality and reliability of the Bidder's performance, and/or (c) to determine the accuracy of the bid information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.

7.6 The Board reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of the Board.

7.7 Except in the case(s) of one or more "tie bids", terms of payment, as offered by the Bidder, will not be considered by the Board for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the Board, following successful delivery and/or completion of services, as specified herein.

7.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Tie Bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

8.3.3 Non-Responsive Bids/Rejection of Bids

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8.3.3 Non-Responsive Bids/Rejection of Bids

Excerpt from DFW Request for Bid Template:

10. DETERMINATION OF NON-RESPONSIBLE BIDDER

The Board may disqualify a Bidder as non-responsible and its bid shall not be considered for reasons including but not limited to the following.

10.1 Reason for believing collusion exists among the Bidders.

10.2 Where the Bidder, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.

10.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.

10.4 Lack of competency, in the judgment of the Board, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.

10.5 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.

10.6 Where the Bidder, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.

10.7 Where a Bidder or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board's Code of Business Ethics.

10.8 Where a Bidder, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.

11. DETERMINATION OF NON-RESPONSIVE BID

The Board may disqualify a Bid as non-responsive and it shall not be considered for reasons including but not limited to the following.

11.1 The Bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Board.

11.2 Bid received after the time limit for receiving bids.

8.3.3 Non-Responsive Bids/Rejection of Bids

DFW

11.3 Bid was not signed.

11.4 Unbalanced value of any items.

11.5 Improper or insufficient bid guaranty, if required.

11.6 Bid did not meet specifications.

11.7 Bid did not contain all requested/required documents, submittals and /or samples.

12. REJECTION OF BIDS

12.1 The Board will automatically reject any Bid that is submitted after the Deadline for Bid Submittal, and return it unopened.

12.2 Until a Contract is executed, the Board reserves the right to reject any or all bids, to waive technicalities, to re-advertise, to decline to proceed or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of the Board.